

1 HONORABLE RICHARD A. JONES
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CARPENTERS HEALTH AND SECURITY
TRUST OF WESTERN WASHINGTON;
CARPENTERS RETIREMENT TRUST OF
WESTERN WASHINGTON;
CARPENTERS-EMPLOYERS VACATION
TRUST OF WESTERN WASHINGTON; and
CARPENTERS-EMPLOYERS
APPRENTICESHIP AND TRAINING
TRUST FUND OF WASHINGTON-IDAHO,

Plaintiffs,

v.

TERAS CONSTRUCTION, LLC, a
Washington limited liability company,

Defendant.

Case No. 19-cv-01029-RAJ

**ORDER GRANTING MOTION
FOR DEFAULT JUDGMENT**

This matter comes before the Court on Plaintiffs' amended motion for default judgment against Defendant Teras Construction, LLC ("Teras"). Dkt. # 15. On July 10, 2019, Teras was served with a summons and copy of the complaint. Dkt. # 5. Teras did not appear or otherwise respond. On November 18, 2019, the Court entered an order of default against Teras. Dkt. # 9. Plaintiffs moved for default judgment. Dkt. # 10. The Court denied the motion without prejudice. Dkt. # 14. To date, Teras has not appeared.

ORDER – 1

1 in this matter.

2 Now, Plaintiffs amend their motion for default judgment. Dkt. # 15. For the
 3 following reasons, the Court **GRANTS** the motion.

4 At the default judgment stage, a court presumes all well-pleaded factual
 5 allegations are true, except those related to damages. *TeleVideo Sys., Inc. v. Heidenthal*,
 6 826 F.2d 915, 917-18 (9th Cir. 1987); *see also Fair House. of Marin v. Combs*, 285 F.3d
 7 899, 906 (9th Cir. 2002). Where those facts establish a defendant's liability, the court has
 8 discretion, not an obligation, to enter a default judgment. *Aldabe v. Aldabe*, 616 F.2d
 9 1089, 1092 (9th Cir. 1980); *Alan Neuman Productions, Inc. v. Albright*, 862 F.2d 1388,
 10 1392 (9th Cir. 1988). A plaintiff must submit evidence supporting a claim for a
 11 particular sum of damages. *TeleVideo Sys.*, 826 F.2d at 917-18; *see also* Fed. R. Civ. P.
 12 55(b)(2)(B). If the plaintiff cannot prove that the sum it seeks is "a liquidated sum or
 13 capable of mathematical calculation," the court must hold a hearing or otherwise ensure
 14 that the damage award is appropriate. *Davis v. Fendler*, 650 F.2d 1154, 1161 (9th Cir.
 15 1981).

16 Plaintiffs are a collection of trust funds established to offer fringe benefits to
 17 eligible participants. Dkt. # 1 ¶¶ 1.1-1.3. Teras is a Washington limited liability
 18 company. *Id.* ¶ 1.6. In late 2013, Teras executed a Compliance Agreement that bound
 19 Teras to a master labor agreement (collectively, the "Agreements"). *Id.* ¶¶ 3.1-3.3.
 20 Under the Agreements, Teras agreed to be bound by the terms of the four trust
 21 agreements that comprise the Carpenters Trusts. *Id.* ¶ 3.6. In doing so, Teras also agreed
 22 to pay fringe benefit contributions to each of the Plaintiff trust funds. *Id.* ¶¶ 3.6-3.10.
 23 Since at least October 2016, Teras has periodically failed to timely report and pay those
 24 fringe benefit contributions, incurring liquidated damages and prejudgment interest. Dkt.
 25 # 16 ¶ 13.

26 The Court denied Plaintiffs' previous motion for default judgment because their
 27 documentation of when Teras had gone in and out of delinquency was spotty. Dkt. # 14
 28 ORDER – 2

1 at 2. The chronology of payments, delinquencies, and liquidated damages was lacking,
2 making it difficult to track the amount Teras owed and to determine whether Plaintiffs
3 were indeed seeking a reasonable sum certain. *Id.* at 2-3.

4 The Plaintiffs' instant motion for default judgment is a significant improvement.
5 Dkt. ## 15-17. It amply explains the history of Teras's delinquencies, repayments, and
6 accrued liquidated damages and interests. Dkt. # 16. It also fully supports Plaintiffs'
7 current request for \$23,061.46, consisting of \$22,556.39 in liquidated damages and
8 \$505.07 in accrued interest. Dkt. # 16 at 12; *see also id.* ¶ 22.

9 Finally, Plaintiffs have presented evidence of attorney's fees and costs. Dkt. # 12
10 at 12-20. In accordance with *Trustees of the Const. Indus. & Laborers Health & Welfare*
11 *Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1256-57 (9th Cir. 2006), the Court awards the
12 hourly fees of both Plaintiffs' counsel and counsel's hourly-billing support staff. The
13 Court finds that Plaintiffs' evidence supports an attorney fee award of \$8,036 and costs of
14 \$448. Dkt. # 12 at 12-20.

15 For the reasons stated above, it is hereby **ORDERED** that:

16 (1) Plaintiffs' amended motion or default judgment is **GRANTED** (Dkt. # 15);
17 (2) Default judgment is entered in favor of Plaintiffs and against Teras,
18 (3) Default judgment is for the total amount of \$23,061.46, consisting of
19 \$22,556.39 in liquidated damages and \$505.07 in accrued interest; and
20 (4) Plaintiffs' counsel is entitled to attorneys' fees of \$8,036 and costs of \$448.

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22 DATED this 12th day of August, 2021.

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The Honorable Richard A. Jones
United States District Judge